

Chariton CSD

AFSCME Council 61 (Mixed)

7/1/2005 6/30/2007

***CHARITON COMMUNITY SCHOOL DISTRICT***

*Agreement  
with*

***AFSCME/IOWA  
COUNCIL 61***

*representing*

***Chariton Community School District  
Classified Employees***

*July 1, 2005 — June 30, 2007*

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## **ARTICLE 1: PREAMBLE**

The Chariton Community School District, in the County of Lucas, State of Iowa, hereinafter referred to as the District or Board, and the American Federation of State, County and Municipal Employees (AFSCME)/Iowa Council 61, hereinafter referred to as the Union, recognize the aim of public schools is to provide a quality educational program for the children and youth of the school district. The parties also recognize that the best efforts of the Board, administration, and supervisory staff, teachers, and classified staff are essential to the attainment of this educational objective.

## **ARTICLE 2: RECOGNITION**

### **2.1 Unit**

The Board hereby recognizes the American Federation of State, County and Municipal Employees (AFSCME)/Iowa Council 61 as the certified, exclusive, and sole bargaining representative for all personnel as set forth in the PERB certification instrument (Case No. 6391) issued by the PERB on the 30th day of October, 2001.

The unit described in the above certification is as follows:

Included: All full-time and regular part-time employees of the Chariton Community School District in the classifications of bus driver, mechanic, food service cooks, servers, custodian, maintenance, laundry, aide and secretary.

Excluded: All full-time and regular part-time professional, personnel, including but not limited to classroom teachers, Guidance counselors, librarians, nurses, superintendent, principals, Board of Education secretary, superintendent's secretary and all those excluded by Section 4 of the act.

### **2.2 Definitions**

A. The term "Board" as used in this agreement, shall mean the Board of Education of the Chariton Community School District or its duly authorized representatives.

B. The term "employee" as used in this agreement, shall mean all professional employees represented by this Union in the bargaining unit as described in paragraph 2.1 above.

C. The term "Union" as used in this agreement, shall mean the American Federation of State, County and Municipal Employees (AFSCME)/Iowa Council 61 or its duly authorized representatives or agents.

## **ARTICLE 3: GRIEVANCE PROCEDURE**

### **3.1 Definitions**

#### **A. Grievance**

A "grievance" is a claim by an employee or a group of employees, that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.

B. Aggrieved Person

An aggrieved person is the person or persons affected by an alleged violation, misinterpretation, or misapplication of this agreement.

C. Days

Except where otherwise expressly stated, the word "days" when used in this article shall mean calendar days.

3.2 Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.3 Procedure

A. Time Limits

1. The number of days indicated at each step should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. The failure to file or to act on any grievance within the prescribed time limits will act as a bar to the grievance or any further appeal, and the District's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.

B. Right to Present Grievances

An aggrieved person shall be represented at all steps of the grievance procedure by a representative selected or approved by the Union. Every employee covered by this Agreement shall have the right to present grievances.

C. Union Presence

No matter may be taken to arbitration except with the consent and approval of both the Union and the employee(s) involved in the grievance.

D. Grievance Steps

The following steps shall be followed in pursuing any grievance:

Step One. An employee claiming a grievance shall, as promptly as possible after the alleged violation, discuss it with his principal or immediate supervisor in an attempt to resolve the matter informally.

Step Two. If, as a result of the informal discussion in Step One, the employee feels a grievance still exists and the employee desires to proceed to Step Two, the employee shall, in writing, on a form provided by the Union, within seven (7) days from the conclusion of the informal consideration in Step One, or in any event within fourteen (14) days after the alleged violation, file a written grievance with the principal or the employee's immediate supervisor on the form attached hereto. The principal or the employee's immediate supervisor shall, within seven (7) days following the receipt of the written grievance, meet with the employee to discuss the grievance. Within seven (7) days

following this meeting, the principal or the employee's immediate supervisor shall communicate in writing to the employee the disposition of the grievance with a copy going to the Union.

Step Three. In the event an employee is not satisfied with the decision at Step Two and the employee desires to proceed to Step Three of the grievance procedure, the employee must file within seven (7) days of the employee's receipt of the written decision from Step Two a copy of the written grievance with the Superintendent. Within fourteen (14) days after such written grievance is filed with the Superintendent, the employee and the Superintendent shall meet to discuss the grievance. Within seven (7) days of the meeting, the Superintendent shall indicate his/her disposition of the grievance in writing and furnish a copy thereof to the Union.

Step Four. If the employee is not satisfied with the disposition of the grievance, there shall be available a Step Four consisting of binding arbitration. The employee must file for Step Four within twenty-one (21) calendar days of receiving the Step Three disposition. The parties will try to agree on an arbitrator. If they cannot agree, then either party may request the Iowa Public Employment Relations Board (PERB) to recommend a list of five (5) arbitrators from which each party will strike two names, the remaining listed person shall serve as the arbitrator for the purpose of rendering a binding opinion to the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue submitted. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the agreement.

### 3.4 General Provisions

#### A. Grievance Handling Time

The processing and handling of grievances will be conducted outside of normal working hours and so as to have no interference with the work of the district; provided, however, that when an aggrieved person is unavoidably required at the request of the District to meet with representatives of the District regarding a grievance at Step Two or above during the work day, such required meeting time will be without loss of pay.

#### B. Arbitration Costs

The costs of the service of the arbitrator will be borne equally by the Board and the Union. Each party will bear its own costs of the arbitration.

#### C. Privacy

Except where agreed to by the employee(s) involved, the District and the Union grievance discussions or meetings will be non-public. Arbitration proceedings shall be public or private as determined by the Arbitrator.

### 3.5 Discipline and Discharge

The parties recognize the authority of the Employer to suspend or discharge employees for just cause. An employee may appeal a suspension or a discharge taken by the Employer through the grievance procedure. The local union shall receive notice of any suspension or discharge imposed upon an employee within three (3) working days of the time such action is taken.

## **ARTICLE 4: UNION RIGHTS**

### **4.1 Use of Facilities**

The Union shall have the right to hold a reasonable number of meetings on school district property after regular school hours, provided such meetings in no way interfere with any aspect of the instruction or activity program. Any out-of-pocket expenses to the District resulting from such meetings will be borne by the Union. The Union will be advised in advance of those normal costs involved in the use of facility which are determinable in advance. Such facilities may be made available, if not otherwise in use, upon reasonable advance notice and approved by the superintendent.

### **4.2 Communications**

#### **A. Mail**

The Union shall have the right to use staff mailboxes for a reasonable number of appropriate announcements relating to the negotiating agent's business on behalf of the members of the negotiating unit. All materials so disseminated through school channels must be signed by an authorized representative of the Union.

#### **B. Bulletin Boards**

The Union shall be provided appropriate bulletin board space in each school. Only authorized representatives of the Union will use bulletin boards for Union announcements and all materials posted will relate only to the Union's official business as negotiating agent of the bargaining unit. All materials placed on such bulletin boards must be signed by an authorized representative of the Union.

## **ARTICLE 5: DUES DEDUCTION**

### **5.1 Authorization**

Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Board an assignment, provided by the Union, authorizing payroll deduction of union dues.

### **5.2 Regular Deduction**

Pursuant to a deduction authorization, the Board shall deduct the amount authorized by the Union from the regular salary check of the employee each month.

### **5.3 Transmission of Dues**

The Board shall transmit to the Union the total monthly deduction for union dues within ten (10) school days following each regular period and a listing of the employees for whom deduction was made. This listing shall be on a computer disk, which, in a format agreeable to both parties, shows the bargaining unit employee's name, social security number, home address, payroll number, and any other information mutually agreed on.

### **5.4 The Union will indemnify and hold the Board harmless from any liability resulting from or arising out of the Board's compliance with this article or acting in reliance on such certification furnished by the Union.**

- 5.5 No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- 5.6 New Employee Orientation  
The Local Union/Chapter may, at its discretion, make presentations to new employees during their work time. Such presentations will be limited to one-half hour. One Union representative making the presentation shall be in pay status.
- 5.7 Dues deductions will be administered as per Iowa Code 731.5.
- 5.8 Nothing related to Article 5: Dues Deduction can be grieved.

#### **ARTICLE 6: OTHER PAYROLL DEDUCTIONS**

- 6.1 Upon appropriate written authorization from the employee, the District shall deduct from the salary of that employee and make proper remittances for programs such as tax shelters, income protection insurance and family health and medical insurance which are agreed to and approved by the Board.

#### **ARTICLE 7: COMPENSATION**

- 7.1 Basic Salary of Employees  
The basic salary of employees covered by this agreement is set forth in Appendix A, which is attached to and incorporated in this agreement. An additional step will be added for all classifications of classified employees. All employees who are on a step on the salary shall be moved up one step each July 1, unless being held on step for disciplinary or marginal performance reasons.
- 7.2 Method of Payment
- A. Pay Periods  
Each employee shall be paid on the 20th of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee (for example, voluntary direct deposit).
- B. Exception  
When a pay date falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.
- C. Summer Checks  
At the employee's option, summer checks shall be mailed to the address designated by the employee or made available at the superintendent's office.
- 7.3 Mileage  
Employees will be paid mileage at the Iowa Statutory reimbursement rate per mile for required use of their own automobiles during the day.



7.4 Longevity Pay

Effective July 1, 2006, each employee shall receive a longevity pay increase of ten (10) cents per hour on his/her tenth and fifteenth anniversaries of consecutive years of service to the District. After that, each employee shall receive a longevity pay increase of an additional five (5) cents per hour on his/her twentieth, twenty-fifth, thirtieth, etc. anniversary of service with the District. For bus drivers, this benefit shall be \$6.00 per month on the anniversary of the tenth and fifteenth years of continuous service and \$3.00 per month on each five year anniversary thereafter.

7.5 Seasonal Work

Temporary seasonal work performed by members of the bargaining unit shall be paid at the same rates of pay as if the same work was performed during the school year. Regular employees of the bargaining unit shall have the first opportunity to perform seasonal work, except for mowing.

7.6 Overtime

Employees working over forty (40) hours in a seven (7) day period beginning on Sunday and ending on Saturday or on holidays shall be paid at the rate of one and one half times his/her regular rate of pay for that time. For purposes of overtime, all hours working, holiday hours, sick leave, compensatory time off, and personal days shall be counted as hours worked. Employees shall be paid double for all hours worked on Sundays and holidays, unless the employee's normal work week includes Sunday. Employees shall have the option of taking their overtime compensation either in cash or as compensation time, subject to notification requirements and use restrictions as set forth in Article 9.5, to be used in not less than half-day increments.

7.7 One on One Associates

When a student who has a one on one associate working with him/her is absent from the classroom, the employee will be reassigned to other duties for the day.

7.8 Safety Bonus

Each bus driver who goes through an entire year without causing an accident or without receiving a citation shall receive a eighty-five (\$85.00) dollar safety bonus.

7.9 Call In Time

Employees who are called in to work outside their regular work shift shall receive compensation for actual time worked, with a minimum of one hour's pay.

7.10 Mandatory Meetings

Employees shall be in pay status when attending mandatory meetings. Bus drivers shall receive \$6.25 per hour for all time spent in mandatory meetings and for waiting time.

## ARTICLE 8: INSURANCES

### 8.1 Coverages

A. The following insurance coverages shall be provided for all full-time employees (30 hours and over per week), for the contract period at no cost to the employee:

Hospital and Major Medical All covered medical conditions shall be subject to the deductible. The deductible limits shall be \$100.00 for single coverage and \$200.00 for family coverage per calendar year (Wellmark BC/BS Alliance Plan and Alliance Select Plan or a comparable PPO and non-PPO plan). Employees may choose between the two plans annually in accordance with the rules of the insurance carrier. The employer shall have the right to change carriers, so long as coverage is similar or comparable.

Dental

Life Insurance (\$10,000.00 Group Term)

Optical Insurance

Optical insurance will be offered as a group option for those employees who wish to purchase it.

B. Family coverage and long term disability coverage will be provided for all full-time employees (30 hours and over per week) with the District paying  $\frac{3}{4}$  of the premium cost. Long term disability is available to employees to the maximum age provided by the policy. Dividends derived from the long term disability insurance shall be the property of the District.

C. Schedule of premium payment and the rules necessary for implementation of the above programs have been developed between the District and the insurance carrier.

D. Notwithstanding the foregoing provisions of this section, the District may require employees to utilize programs designed to decrease or minimize premiums provided only that said programs do not reduce benefits.

### 8.2 Continuation

Employees on non paid leave for one month or longer shall have the option to continue any or all of the Board-paid programs by paying the premiums themselves to the Board within thirty (30) days of the billing date. If the non paid leave (Art. 9.7) is due to illness or injury (as defined in Art. 9.1.B) and the employee has exhausted his/her paid sick leave, the District will continue to pay for Hospital and Major Medical coverage as per the Family Medical Leave Act provisions.

## ARTICLE 9: LEAVES

### 9.1 Personal Illness

A. General

Employees shall be granted fifteen (15) days of sick leave per year. Sick leave may be accumulated to one hundred twenty (120) days, providing these days have been accumulated through consecutive years of service.

B. Definition

Sick leave is defined as “absence for personal injury or illness” (which is not “compensable” under Iowa’s Workers Compensation Law) and shall not be construed to include absence necessitated by illness or injury in family.

C. Pay

Full pay will be granted for sick leave. Employees absent more than their sick leave credit due to continuing bona fide disability from sickness or injury otherwise covered by the personal illness or injury leave policy set out in this article must apply to the superintendent to request continued employment.

D. Verification

A statement by the employee, verifying the absence by reason of illness, may be requested by the employer and may be required to be supported by medical certification or other medical evidence of disabling sickness or injury. The employer may also request a statement of medical evidence that the employee is physically capable of returning to work.

E. Compensable Injury

An employee who is absent by reason of illness or injury which is compensable under Iowa’s Workers Compensation Law and for which worker’s compensation is paid, may by written request elect to supplement worker’s compensation payments with sick leave payments equal to the difference between full pay and worker’s compensation pay for the period (up to the total sick leave accumulation days of the employee) of such compensable absence. If the employee so elects, such supplemental payments will be charged against accumulated sick leave for each day with respect to which a supplemental payment is received. If no such election is made, absence due to compensable injury or illness will not be charged against sick leave credit.

F. Normal Workday Wages Received

An employee whose regular schedule is in excess of eight (8) hours per day shall, when using sick leave, be compensated for the hours that he/she was scheduled to work.

G. Catastrophic Illness or Serious Injury Donation

Employees may contribute sick leave to benefit another employee in the bargaining unit suffering from catastrophic illness or serious injury. The contributing employee must identify, in writing, the specific amount of sick leave donated to a specific employee, in no less than half-day increments. Leave donated to another employee shall be irrevocably credited to the recipient’s sick leave account. The recipient must exhaust all of his/her paid accumulated leave days (vacation, personal, sick leave) before becoming eligible to receive these donated days.

9.2 Serious Family Illness or Death

A. Serious Family Illness

Subject to 9.2.E, leave of not more than five (5) days per school year will be granted in case of serious illness to the following relatives: father, mother, husband, wife, or child;

and also any other person included in the definition of immediate family in Paragraph B and residing in the household of the employee.

B. Death in Immediate Family

Subject to 9.2.E, leave of not more than seven (7) days per school year will be granted in case of death in the immediate family of the employee, said immediate family being limited to the following persons: father, mother, brother, sister, husband, wife, child, father-in-law, mother-in-law, grandparent, and grandchild.

C. Non-Immediate Family

Subject to 9.2.E, in the case of the death of non-immediate family member or (close friend, but only with superintendent's permission) absence will be allowed, not exceeding one (1) day for attendance at the funeral, or two (2) days if out of state travel is required to attend the funeral.

D. Death of Fellow Employee

In the case of the death of a fellow employee or employee's spouse, absence without loss of pay will be allowed for attendance at the funeral (one-half ( $1/2$ ) day if services within 30 miles of Chariton, full day if services further away). Absences hereunder shall be limited by the availability of substitutes.

E. Leave Credits and Charges

Leaves under this Section 9.2 are not accumulative from year to year. Leaves under Paragraph A, B, C, and D shall be paid provided that the maximum total annual leave under A, B, C, and D shall not exceed eight (8) days.

9.3 Jury

Any employee called for actual jury duty required to be served shall be given leave without loss of pay for that purpose. Any fees or remuneration the employee receives during such leave shall be turned over to the Chariton Community School District, and shall serve as evidence of required jury service.

9.4 Military Leave

The Board and Union agree to abide by the provisions and policies of the Federal Selective Service and Training Act and Chapter 29A of the Iowa Code and to cooperate together to implement these policies in the administration of this agreement.

9.5 Personal Leave

Employees will be granted two (2) days per year personal leave, nonaccumulative, with no reduction of pay. The employee will be paid according to the number of hours he/she works in a normal day. Employees have the option of electing not to take one or both personal leave days, or may carry over one (1) day, and receiving \$25.00 per day not taken in lieu thereof, subject to normal payroll deductions. An employee planning to use a personal leave day shall notify his/her supervisor as far in advance as is practicable, but in any event at least two (2) school days in advance. Personal leave shall not be used the first contract day of school, the last contract day of school, nor the days prior to or the next day subsequent to vacations or holidays or other leaves, except those provided under Section

9.2. It is also understood that the limitations stated in this section as to advance notice of two (2) school days may be waived by the Superintendent in the event of the employee desiring to use this leave for an emergency situation, such as death or serious illness in the family not otherwise provided for in this Article 9.

9.6 Leaves for Professional Conferences

Employees may be permitted to attend professional conferences, workshops, or seminars for work-related purposes, without loss of pay, and provided that those employees who are board members of recognized professional educational organizations will be granted professional leave necessary to satisfy their responsibilities to that organization. Wherever practicable, such requests shall be made at least five (5) days in advance of the absence. The Superintendent may agree to reimburse the employee for a portion or all of such expenses of travel, meals, lodging, and registration fees in connection with such leave. Arrangements for such reimbursement will be made at the time of granting of such leave.

9.7 Leave of Absence Without Pay

An employee may be granted a leave of absence without compensation or longevity credit towards advancement on the salary schedule for personal reasons, for a period of up to one (1) year, at the sole discretion of the superintendent, provided it does not in any way injure the program of the school. This provision may not be grieved.

9.8 Union Leave

Paid leave will be granted for up to two (2) employees for a maximum of two (2) days each to attend the AFSCME/Iowa Council 61 Convention or the AFSCME International Convention. A total of five (5) days shall be available to those employees who are board members or officers of AFSCME to attend conferences, conventions, or business of said organizations. This shall be paid leave. Notice shall be given to the employee's principal at least five (5) school days in advance except in cases of emergency. The school district will be reimbursed for the cost of substitute employees by the Union.

9.9 Request for Leave

Except where otherwise provided, requests for leave shall be submitted to the building principal, or the employee's immediate supervisor.

## **ARTICLE 10: EMPLOYEE WORKDAY AND WORKYEAR**

10.1 Workyear

A. Twelve month staff will receive pay for the following holidays: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day, Good Friday, and a half day each on Christmas Eve and New Year's Eve. Employees working ten or more months, but less than twelve months, shall receive pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, and Memorial Day. Employees working less than ten months shall receive pay for the following holidays: Labor Day, Thanksgiving Day, Christmas Day, and one-half a normal day's pay for New Year's Day.

B. The District may require employees to attend up to two (2) days of district meetings and training. The employee will receive regular pay for all hours attended.

## 10.2 Workday

### A. Shortened Day for Inclement Weather

When the school day is shortened due to inclement weather, secretarial staff and associates may leave at such time that all responsibilities for students have ended, as confirmed by the building principal. Secretarial staff and associated will receive wages for their regular work day.

### B. Lunch Periods

Lunch periods will be provided as part of the normal workday as follows:

All employees shall be provided a duty free lunch period of at least thirty (30) consecutive minutes, except for the bus mechanic, who shall be provided a sixty (60) minute duty free lunch period. Food service workers, as they are not able to leave school grounds, shall receive a paid lunch break of fifteen minutes.

### C. Leaving School

Employees not on assigned duty may leave the building during their lunch period with notification to the employee's supervisor.

### D. Custodial Hours of Work

From the first day of the school year to the last day of the school year, custodians' normal work day shall be nine (9) hours in length. During the summer break, custodians' normal work day shall be eight (8) hours in length.

## **ARTICLE 11: STAFF REDUCTION**

### 11.1 Coverage

All classified personnel.

### 11.2 Termination

When one or more employees are to be reduced; the following procedure shall be followed:

A. All covered employees shall be grouped by classification.

B. The employee with the least seniority shall be reduced. Seniority is the total number of years of service in the Chariton Community School District.

C. In those situations where seniority is the same, and therefore cannot be the decisive criterion, the employee with the lowest last four digits in his/her Social Security number will be reduced.

D. By November 1 of each year the District will provide the Union President with a list of every employee's category classification and seniority.

### 11.3 Recall Provisions

A. Any employee terminated pursuant to Article 11 of this contract will be offered the opportunity to return for a period of two (2) years.

B. The Board shall annually provide the Union with a current list of those who have retained such recall rights provided by this Article.

C. Persons shall be recalled in the reverse order of their reduction.

D. Employees laid off for staff reduction shall advise the Board Secretary of their current

addresses and other employment during layoff.

E. If an employee fails to notify the Board Secretary of a change of address or fails to notify the Board Secretary of his/her desire and availability to return to work, within five (5) days (excluding Saturdays, Sundays, and legal holidays) from the date of attempted delivery by certified mail of notice of recall; then any recall rights shall terminate.

11.4 Notification

The administration shall provide written notice to the Union and to affected personnel of such possible reductions of staff which may become effective the following year.

11.5 Benefits

Any employee who is re-employed for a position after reduction pursuant to this Article, shall be placed on the salary schedule at the step above the one in effect at the time of his/her departure, and when reinstated, receive all fringe benefits accumulated at the time of departure.

## **ARTICLE 12: TRANSFER PROCEDURES**

12.1 Transfers

A. Definition

A transfer is the movement of an employee to a building, shift, or location other than that to which he/she is currently assigned.

B. Notification of Vacancies

1. Notice

A notice of a vacancy created within the District shall be forwarded to all employees and to the Union President for posting. Each notice shall contain the building and shift available. Seven (7) days will be allowed to request a transfer prior to the final date when applications must be submitted. When school is not in session, this notification shall be forwarded to the Union President. Fourteen (14) days will be allowed to request a transfer prior to the final date when applications must be submitted.

2. Filing Requests

Employees who desire a transfer may file a written statement of such desire with the Superintendent. Such written statement shall include the position to which the employee desires to be transferred.

C. Procedure

The most qualified employee within the classification who wishes to transfer and has filed a written request shall be awarded the position. If qualifications are substantially equal, seniority shall prevail.

D. Procedure for Filling Positions Outside of the Employee's Position

Current school employees who are qualified for positions outside of current classification shall receive preference over non-school employee applicants.

E. Approval/Denial

The superintendent shall have the authority to initiate, approve, and deny all transfers.

F. Wage Level

Employees who transfer from one job class to another shall be paid at the step with the hourly rate of pay closest to, but higher than, the hourly rate of pay in their prior class.

12.2 Temporary Transfers

These procedures shall not be required in connection with temporary transfers of twenty (20) school days or less. If a job is temporarily filled for longer than twenty (20) days, unless the District is awaiting the return of an absent employee, it shall be posted within five working days.

**ARTICLE 13: EVALUATION PROCEDURES**

- 13.1 The Employer, with input from Union employees, shall develop a system and instruments to use for evaluation.
- 13.2 Evaluation of employees by the Employer shall not be limited in any manner throughout the year. The Employer may evaluate through general observation, other written methods, verbal communications, or other methods or a combination of methods the Employer so chooses.
- 13.3 All evaluations are to be fair and accurate. An employee who has been evaluated has the right to grieve that evaluation.

**ARTICLE 14: HEALTH AND SAFETY PROVISION**

14.1 Health

Employees shall provide to the District a health examination on a form provided by the District substantially similar to that attached to this Agreement as Schedule 3, from a licensed physician attesting to their physical fitness. Physicals are required every three years (bus drivers have annual physicals), including a tuberculosis test, for employees, with actual costs not to exceed eighty dollars (\$80.00) reimbursed by the District. If a staff member is a positive reactor to the Mantoux test, he/she will be required to have a chest x-ray with the physical every three (3) years. The physical will be filed with the Board Secretary before September 1.

14.2 Safety

A. The District shall endeavor to maintain a safe place of employment and conform to safety and health standards as they apply to the District. Any safety claim of an employee shall be subject to the Federal and State laws providing for such and shall not be subject to the grievance procedure of this Agreement.

B. No employee will be required to search for a bomb after a building is evacuated, but will be expected to survey his/her area before leaving the building.



14.3 Drug Free Workplace

A drug free workplace will be provided.

**ARTICLE 15: VACATION**

- 15.1 After one year of continuous service, full-time twelve month employees shall receive vacation as follows:

<u>Completed Years of Service</u>	<u>Weeks of Vacation</u>
1-6	2
7-12	3
13-18	4
19 and up	5

A. Employees shall submit requests for vacation times during the summer break, in writing, to their immediate supervisor by April 30 each year and will be notified of their scheduled vacation dates on/or before May 31. Employee desires for certain vacation periods shall be given consideration when the vacation does not interfere with or disrupt school functions, activities, or services.

B. If a change in vacation dates is desired, the employee shall submit a written request for change to his/her immediate supervisor. Such requests shall be honored whenever possible, as per paragraph above.

C. An employee whose regular work schedule is in excess of eight (8) hours per day shall, when taking vacation, be compensated for the hours he/she was scheduled to work.

**ARTICLE 16: SENIORITY**

- 16.1 Seniority is herein defined as length of service with the Employer from last date of hire. New employees shall acquire seniority after ninety (90) calendar days of employment. After completion of the probationary period, seniority shall date from the last hiring date.
- 16.2 Not later than September 30, the Employer shall furnish to each employee and to the Union a seniority list showing employees listed by seniority within each job classification. Protest of errors on the list must be made to the Employer within ten (10) days of the date the Employer provided the list to the Union.
- 16.3 An employee's seniority shall be broken by voluntary resignation, discharge, reduction-in-force, and retirement. Should a laid-off employee return to work within two years, seniority pick up from the date of his/her return.

**ARTICLE 17: MISCELLANEOUS**

- 17.1 Bus drivers shall receive \$135 per month if they drive a "between town shuttle" and/or an "in town shuttle."

- 17.2 The District shall supply the mechanic and maintenance employee with a monthly \$60.00 tool allowance.
- 17.3 Activity trips, senior trips, and all day trips shall be offered to regular bus drivers before they are offered to substitute bus drivers. They shall be offered on the basis of rotating seniority. An activity trip shall be offered to substitute drivers only after all regular drivers have been offered the opportunity for driving the trip. If a driver declines an opportunity, it shall count as an offered trip.

## **ARTICLE 18: GENERAL PROVISIONS, DURATION**

### **18.1 Separability and Savings**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be inoperative to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect. Nothing contained in this contract shall be construed as to require the Board or the Union to violate any applicable laws. Both the Board and the Union state that it is their intent to comply with all existing laws.

### **18.2 Complete Agreement**

This agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make proposals with respect to any subject as provided in Section 9 of the Iowa Public Employment Relations Act designated under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement.

It is nevertheless understood that by mutual agreement, this contract may be amended or modified and such amendments or modifications shall become part of this agreement when signed and ratified by both parties and attached to this contract.

### **18.3 Duration**

Except as otherwise expressly provided, this agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2006.

### **18.4 Schedules, Appendices, and Exhibits**

Attached hereto and by this reference made a part hereof are the following:

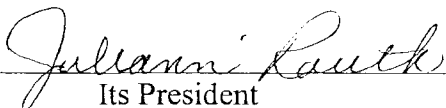
Appendix A:                      Salary Schedule for 2005-2006

On July 1, 2006, increase all salaries on the schedule by \$.25 per hour and advance all eligible employees one step on the salary schedule.

18.5 Signature Clause

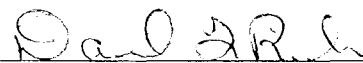
In witness whereof, the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon.

AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES (AFSCME)/IOWA  
COUNCIL 61

By   
Its President

By   
Its Chief Negotiator

CHARITON COMMUNITY  
SCHOOL DISTRICT

By   
Its President

By   
Its Chief Negotiator ✓

2005-2006  
CLASSIFIED STAFF  
SALARY SCHEDULE

DAY CUSTODIANS

		EMPLOYEES	REG. PAY 04-05	SUM. PAY 04-05	REG. PAY 05-06	SUM. PAY 05-06
STEP						
	1		9.29	9.94	9.75	10.44
	2		9.54	10.19	10.02	10.70
	3		9.79	10.44	10.28	10.96
	4		10.04	10.69	10.54	11.22
	5		10.29	10.94	10.80	11.49
	6		10.54	11.19	11.07	11.75
	7		10.79	11.44	11.33	12.01
	8		11.04	11.69	11.59	12.27
	9		11.29	11.94	11.85	12.54
	10		11.54	12.19	12.12	12.80

NIGHT CUSTODIANS

		EMPLOYEES	REG. PAY 04-05	SUM. PAY 04-05	REG. PAY 05-06	SUM. PAY 05-06
STEP						
	1		9.50	9.98	9.98	10.48
	2		9.75	10.23	10.24	10.74
	3		10.00	10.48	10.50	11.00
	4		10.25	10.73	10.76	11.27
	5		10.50	10.98	11.03	11.53
	6		10.75	11.23	11.29	11.79
	7		11.00	11.48	11.55	12.05
	8		11.25	11.73	11.81	12.32
	9		11.50	11.98	12.08	12.58
	10		11.75	12.23	12.34	12.84

LAUNDRY

		EMPLOYEES	PAY RATE 04-05	PAY RATE 05-06
STEP				
	1		7.30	7.67
	2		7.55	7.93
	3		7.80	8.19
	4		8.05	8.45
	5		8.30	8.72
	6		8.55	8.98
	7		8.80	9.24
	8		9.05	9.50
	9		9.30	9.77
	10		9.55	10.03

MAINTENANCE

		EMPLOYEES	PAY RATE 04-05	PAY RATE 05-06
STEP				
	1		11.21	11.92
	2		11.46	12.18
	3		11.71	12.45
	4		11.96	12.71
	5		12.21	12.97
	6		12.46	13.23
	7		12.71	13.50
	8		12.96	13.76
	9		13.21	14.02
	10		13.46	14.28

2005-2006  
CLASSIFIED STAFF  
SALARY SCHEDULE

ASSOCIATES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		7.62	8.00
	2		7.87	8.26
	3		8.12	8.53
	4		8.37	8.79
	5		8.62	9.05
	6		8.87	9.31
	7		9.12	9.58
	8		9.37	9.84
	9		9.62	10.10
	10		9.87	10.36

HS/SUPT SECRETARIES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		9.19	9.65
	2		9.44	9.91
	3		9.69	10.17
	4		9.94	10.44
	5		10.19	10.70
	6		10.44	10.96
	7		10.69	11.22
	8		10.94	11.49
	9		11.19	11.75
	10		11.44	12.01

EL/MS SECRETARIES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		8.55	8.98
	2		8.80	9.24
	3		9.05	9.50
	4		9.30	9.77
	5		9.55	10.03
	6		9.80	10.29
	7		10.05	10.55
	8		10.30	10.82
	9		10.55	11.08
	10		10.80	11.34

HEAD COOKS

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		8.25	8.66
	2		8.50	8.93
	3		8.75	9.19
	4		9.00	9.45
	5		9.25	9.71
	6		9.50	9.98
	7		9.75	10.24
	8		10.00	10.50
	9		10.25	10.76
	10		10.50	11.03

2005-2006  
CLASSIFIED STAFF  
SALARY SCHEDULE

COOKS

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		7.94	8.34
	2		8.19	8.60
	3		8.44	8.86
	4		8.69	9.12
	5		8.94	9.39
	6		9.19	9.65
	7		9.44	9.91
	8		9.69	10.17
	9		9.94	10.44
	10		10.19	10.70

SERVERS

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		6.68	7.01
	2		6.93	7.28
	3		7.18	7.54
	4		7.43	7.80
	5		7.68	8.06
	6		7.93	8.33
	7		8.18	8.59
	8		8.43	8.85
	9		8.68	9.11
	10		8.93	9.38

DRIVERS

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		775.00	813.75
	2		800.00	840.00
	3		825.00	866.25
	4		850.00	892.50
	5		875.00	918.75
	6		900.00	945.00
	7		925.00	971.25
	8		950.00	997.50
	9		975.00	1023.75
	10		1,000.00	1050.00

MECHANIC

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06
STEP	1		11.68	12.26
	2		11.93	12.53
	3		12.18	12.79
	4		12.43	13.05
	5		12.68	13.31
	6		12.93	13.58
	7		13.18	13.84
	8		13.43	14.10
	9		13.68	14.36
	10		13.93	14.63

2006-2007  
CLASSIFIED STAFF  
SALARY SCHEDULE

DAY CUSTODIANS

		EMPLOYEES	REG. PAY 04-05	SUM. PAY 04-05	REG. PAY 05-06	SUM. PAY 05-06	REG. PAY 06-07	SUM. PAY 06-07
STEP								
	1		9.29	9.94	9.75	10.44	10.00	10.69
	2		9.54	10.19	10.02	10.70	10.27	10.95
	3		9.79	10.44	10.28	10.96	10.53	11.21
	4		10.04	10.69	10.54	11.22	10.79	11.47
	5		10.29	10.94	10.80	11.49	11.05	11.74
	6		10.54	11.19	11.07	11.75	11.32	12.00
	7		10.79	11.44	11.33	12.01	11.58	12.26
	8		11.04	11.69	11.59	12.27	11.84	12.52
	9		11.29	11.94	11.85	12.54	12.10	12.79
	10		11.54	12.19	12.12	12.80	12.37	13.05
	11		11.79	12.44	12.38	13.06	12.63	13.31

NIGHT CUSTODIANS

		EMPLOYEES	REG. PAY 04-05	SUM. PAY 04-05	REG. PAY 05-06	SUM. PAY 05-06	REG. PAY 06-07	SUM. PAY 06-07
STEP								
	1		9.50	9.98	9.98	10.48	10.23	10.73
	2		9.75	10.23	10.24	10.74	10.49	10.99
	3		10.00	10.48	10.50	11.00	10.75	11.25
	4		10.25	10.73	10.76	11.27	11.01	11.52
	5		10.50	10.98	11.03	11.53	11.28	11.78
	6		10.75	11.23	11.29	11.79	11.54	12.04
	7		11.00	11.48	11.55	12.05	11.80	12.30
	8		11.25	11.73	11.81	12.32	12.06	12.57
	9		11.50	11.98	12.08	12.58	12.33	12.83
	10		11.75	12.23	12.34	12.84	12.59	13.09
	11		12.00	12.48	12.60	13.10	12.85	13.35

LAUNDRY

		EMPLOYEES	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		7.30	7.67	7.92
	2		7.55	7.93	8.18
	3		7.80	8.19	8.44
	4		8.05	8.45	8.70
	5		8.30	8.72	8.97
	6		8.55	8.98	9.23
	7		8.80	9.24	9.49
	8		9.05	9.50	9.75
	9		9.30	9.77	10.02
	10		9.55	10.03	10.28
	11		9.80	10.29	10.54

MAINTENANCE

		EMPLOYEES	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		11.21	11.92	12.17
	2		11.46	12.18	12.43
	3		11.71	12.45	12.70
	4		11.96	12.71	12.96
	5		12.21	12.97	13.22
	6		12.46	13.23	13.48
	7		12.71	13.50	13.75
	8		12.96	13.76	14.01
	9		13.21	14.02	14.27
	10		13.46	14.28	14.53
	11		13.71	14.55	14.80

2006-2007  
CLASSIFIED STAFF  
SALARY SCHEDULE

ASSOCIATES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		7.62	8.00	8.25
	2		7.87	8.26	8.51
	3		8.12	8.53	8.78
	4		8.37	8.79	9.04
	5		8.62	9.05	9.30
	6		8.87	9.31	9.56
	7		9.12	9.58	9.83
	8		9.37	9.84	10.09
	9		9.62	10.10	10.35
	10		9.87	10.36	10.61
	11		10.12	10.63	10.88

HS/SUPT SECRETARIES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		9.19	9.65	9.90
	2		9.44	9.91	10.16
	3		9.69	10.17	10.42
	4		9.94	10.44	10.69
	5		10.19	10.70	10.95
	6		10.44	10.96	11.21
	7		10.69	11.22	11.47
	8		10.94	11.49	11.74
	9		11.19	11.75	12.00
	10		11.44	12.01	12.26
	11		11.69	12.27	12.52

EL/MS SECRETARIES

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		8.55	8.98	9.23
	2		8.80	9.24	9.49
	3		9.05	9.50	9.75
	4		9.30	9.77	10.02
	5		9.55	10.03	10.28
	6		9.80	10.29	10.54
	7		10.05	10.55	10.80
	8		10.30	10.82	11.07
	9		10.55	11.08	11.33
	10		10.80	11.34	11.59
	11		11.05	11.60	11.85

HEAD COOKS

		EMPLOYEE	PAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
STEP					
	1		8.25	8.66	8.91
	2		8.50	8.93	9.18
	3		8.75	9.19	9.44
	4		9.00	9.45	9.70
	5		9.25	9.71	9.96
	6		9.50	9.98	10.23
	7		9.75	10.24	10.49
	8		10.00	10.50	10.75
	9		10.25	10.76	11.01
	10		10.50	11.03	11.28
	11		10.75	11.29	11.54



2006-2007  
CLASSIFIED STAFF  
SALARY SCHEDULE

COOKS

STEP	1	EMPLOYEE SPAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
	1	7.94	8.34	8.59
	2	8.19	8.60	8.85
	3	8.44	8.86	9.11
	4	8.69	9.12	9.37
	5	8.94	9.39	9.64
	6	9.19	9.65	9.90
	7	9.44	9.91	10.16
	8	9.69	10.17	10.42
	9	9.94	10.44	10.69
	10	10.19	10.70	10.95
	11	10.44	10.96	11.21

SERVERS

STEP	1	EMPLOYEE SPAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
	1	6.68	7.01	7.26
	2	6.93	7.28	7.53
	3	7.18	7.54	7.79
	4	7.43	7.80	8.05
	5	7.68	8.06	8.31
	6	7.93	8.33	8.58
	7	8.18	8.59	8.84
	8	8.43	8.85	9.10
	9	8.68	9.11	9.36
	10	8.93	9.38	9.63
	11	9.18	9.64	9.89

DRIVERS

STEP	1	EMPLOYEE SPAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
	1	775.00	813.75	838.75
	2	800.00	840.00	865.00
	3	825.00	866.25	891.25
	4	850.00	892.50	917.50
	5	875.00	918.75	943.75
	6	900.00	945.00	970.00
	7	925.00	971.25	996.25
	8	950.00	997.50	1022.50
	9	975.00	1023.75	1048.75
	10	1,000.00	1050.00	1075.00
	11	1,025.00	1076.25	1101.25

MECHANIC

STEP	1	EMPLOYEE SPAY RATE 04-05	PAY RATE 05-06	PAY RATE 06-07
	1	11.68	12.26	12.51
	2	11.93	12.53	12.78
	3	12.18	12.79	13.04
	4	12.43	13.05	13.30
	5	12.68	13.31	13.56
	6	12.93	13.58	13.83
	7	13.18	13.84	14.09
	8	13.43	14.10	14.35
	9	13.68	14.36	14.61
	10	13.93	14.63	14.88
	11	14.18	14.89	15.14